### SNUG HARBOR YACHT CLUB, INC.

191 SE Harbor Point Drive Stuart, FL 34995-1348

January 3, 2022

Dear Snug Harbor Member

This letter and enclosed billing information pertains only to members using marina boat slips, and/or trailer storage parking.

Enclosed is the SHYC Lease Agreement for marina boat slips and trailer parking. Please complete the 2022 Billing Worksheet and return both it and the signed Lease Agreement with a check for the full amount, made payable to Snug Harbor Yacht Club, either by mail to: SHYC Harbor Master, 191 SE Harbor Point Drive, Stuart, FL 34996 or delivered to me in person. Please note that the due date is January 31, 2022. New members after January 31: Please return promptly and before bringing boat or trailer to the marina.

The 2022 annual slip fee is \$20.00 per foot LOA (length over all), plus a Base slip fee of \$250.00

2022 annual boat lift fee is \$50.00

2022 annual trailer fee is \$250.00

2022 annual shore power fees are:

30 amp: vessel length LOA x \$10.00 per cable

50 amp: vessel length LOA x \$15.00 per cable

If a boat using a slip has its trailer stored at the SHYC marina, a trailer fee is required.

Only boat trailers may be stored at the marina. No enclosed trailers or RVs.

There is no prorating of any marina fees.

Please note that all payment must be made in full by January 31, 2022, separately from your SHYC annual assessment. Any boat or trailer without completed lease form, proof of insurance, and full payment by that date must leave the marina until those requirements are met.

Please feel free to call Mark Beatty at 772-341-0142 or email at <a href="mailto:msbeatty@bellsouth.net">msbeatty@bellsouth.net</a> should you have any questions.

Please include the following and return by January 31, 2022:

- Signed Lease
- Proof of Insurance (Insurance Coverage Declaration Page)
- Boat and/or trailer Information Worksheet
- Check for full payment payable to Snug Harbor Yacht Club

Thank you,

Mark Beatty, SHYC Harbor Master

# SNUG HARBOR YACHT CLUB, INC.

## 2022 - BOAT and TRAILER INFORMATION AND BILLING WORKSHEET

| RESIDENT:   | MATION       | SLIP #                                     |
|---|--------------|--|
| ILLJIDLIT.  | ASSIGNEE:    |  |
| ADDRESS:  |              |  |
| CELL #:   | HOME #       | :  |
| EMAIL:  |              |  |
| ADDITIONAL CONTACT INFO   |              |  |
| If not owned 100% by SHYC Member                                  |              | cal Contact in your absence if needed)     |
| FRACTIONAL OWNERS:  | NAME         | PHONE #                                    |
|   |              |  |
| ADDITIONAL CONTACT:   |              |  |
|   |              |  |
| BOAT/TRAILER INFORMATION  | I            |  |
| BOAT/TRAILER INFORMATION BOAT NAME & MAKE                         |              |  |
| · · · · · · · · · · · · · · · · · · ·                             | FLORIDA REG: | USCG DOCUMENTATION #:                      |
| BOAT NAME & MAKE  |              | USCG DOCUMENTATION #:                      |
| BOAT NAME & MAKE VESSEL LOA:                                      |              | USCG DOCUMENTATION #:                      |
| BOAT NAME & MAKE  VESSEL LOA:  TRAILER MAKE & FL TAG #            |              | USCG DOCUMENTATION #:                      |
| BOAT NAME & MAKE  VESSEL LOA:  TRAILER MAKE & FL TAG #  INSURANCE |              | USCG DOCUMENTATION #:  LIABILITY COVERAGE: |

LOA

| BASE SLIP FEE                                       | \$ 250.00                        |  |
|---|----------------------------------|--|
| DOCKAGE FEE   | LOA X \$20.00                    |  |
| SHORE POWER FEE                                     | 30 amp: LOA x \$ 10.00 per cable |  |
|   | 50 amp: LOA x \$ 15.00 per cable |  |
| TRAILER FEE INCLUDING TRAILERS FOR BOATS WITH SLIPS | \$ 250.00                        |  |
| LIFT FEE (BOATS USING FIXED LIFTS                   | \$ 50.00                         |  |
|   | TOTAL DUE:                       |  |

# SNUG HARBOR YACHT CLUB, INC. 2022 ANNUAL AGREEMENT FOR CONDITIONAL USE OF BOAT DOCKS/SLIPS AND TRAILER STORAGE AREA

| Snug Harbor Yacht Club, Inc., and | Lot #   | (Assignee) agree as follows: |
|-----------------------------------|---------|------------------------------|
|                                   | (Owner) |                              |

Snug Harbor Yacht Club, Inc., maintains a group of boat docks and finger slips adjacent to the real property of Snug Harbor Yacht Club, Inc. These boat docks and finger slips are common elements of Snug Harbor Yacht Club, Inc. (SHYC). SHYC wishes to allow Assignee/Owners the conditional use of the dock and specific finger pier, as assigned by the Harbormaster, subject to the following conditions to which both parties, by their signatures below, indicate their agreement.

#### 1. ASSIGNMENT AND TERMINATION OF SLIP USAGE

This agreement is for a one year period and must be renewed annually. This period begins on January 1<sup>st</sup> of the year and ends on December 31<sup>st</sup> of the same year. Any agreement executed on a date other than January 1<sup>st</sup> shall terminate on December 31sr of that year.

When an assignee sells his/her house or lot, this agreement automatically terminates. The assignee must remove his/her boat and or trailer immediately. Should the assignee repurchase a house or lot in Snug Harbor the priority listing below will prevail.

Boat slips will be assigned by the Harbor Master acting on the authority of the Board of Governors. Slips will be assigned according to the following group priorities.

- a. Property Owner in residence at Snug Harbor
- b. Property Owner residence under construction at Snug Harbor
- c. Property Owner relatives in residence at Snug Harbor
- d. Property Owner with residence plans approved by Board
- e. Property Owner of vacant lot at SHYC
- f. Rental resident at SHYC \*

\*Only the Renter or the Owner can enjoy the benefits of a particular residence at any given point in time, not both parties.

Slip assignments, the current waiting list and the priority listing are posted in the club house.

Applicants for a slip will notify the Harbor Master in writing and complete this agreement and the Billing Worksheet, and return them along with payment to the Harbor Master.

The same priority list and application process apples to boats and/or trailers parked on the SHYC grounds.

The Harbor Master may assign vacant slips on a temporary basis as set forth in the priority schedule providing the fees are paid as described on the Boat Information and Billing Worksheet. In no event may the use of another's slip continue beyond one month except with the approval of the Harbor Master.

Should the number of slips requested exceed the number available, an Owner/assignee occupying multiple slips shall relinquish all but one slip. Should slips become available said owner/assignee can request an additional slip through the established assignment process. In other words, when the marina is full and there is a waiting list, there can only be one slip per residence or lot owner.

#### 2. BOAT LIFTS

SHYC permits the use of mechanical and floating boat lifts. Any owner/assignee wishing to use such structures must apply by filling out our Boat Lift Agreement separately. All lifts must be insured. Property damage caused by the movement of lifts is covered in Section 6 Property Damage below.

#### 3. GUEST PROVISIONS

Guests of members may use available slips assigned by the Harbor Master at no charge for a period not to exceed two weeks in any given calendar year. The two week total represents an owner's total allotment per year, and should not be construed to be an allotment per guest. (i.e. guest A stays for 10 days, guest B stays for 4 days, annual allotment depleted)

#### 4. OTHER PROVISIONS

The boat ramp is available to all members and must be kept clear and open except when in the process of launching or retrieving one's boat. The north side of the harbor dock cannot be used for permanent docking. The south side of the boat ramp dock may be assigned for regular purposes.

Cars and trailers may be parked on the paved parking area for a period not to exceed 48 hours. Long term trailer storage will be in areas designated by the Harbor Master. Trailers can be stored in this area only after application, approval and payment to the Harbor Master. There are no exceptions.

Trailer storage is strictly for boat trailers. Enclosed trailers and RVs are not allowed.

Please conserve water and honor watering restrictions as if this were your own residence. The marina is on city water and careless use and leaks are expensive. Report any leaks or other water problems to the Harbor Master.

Report any unusual activity in the harbor area to the Harbor Master or Commodore.

Report any needed dock repairs to the Harbor Master or a member of the Harbor Committee.

Any and all alterations or replacement of docks, pilings, etc. must be approved by the Harbor

#### 5. VESSEL REGISTRATION AND LIABILITY INSURANCE REQUIREMENTS

Owner/assignee in return for being allowed the use of a finger pier or storage area, will provide SHYC proof of adequate liability insurance as determined by the Board of Governors. (as of 2022 \$300,000.00). This must be done PRIOR to bringing any boat, trailer, or lift onto the property.

#### 6. PROPERTY DAMAGE

Owner/assignee agrees that they shall be responsible for any damage caused by the operation of his/her boat, lift, or trailer to any of the boat docks, finger piers, pilings, bulkheads, buildings, landscaping, or any other permanent or temporary structure of any type or description. Repairs will be performed by the Harbor Master or by a licensed contractor selected by the Harbor Master. All out of pocket costs of repairs will be the responsibility of the owner/assignee.

#### 7. VESSEL, BOAT LIFT and TRAILER REMOVAL

Owner assignee understands that it is the obligation of the Board of Governors to consider the best interests of SHYC and all of its members. For this reason, the Board of Governors shall have the discretion to determine that boats and trailers require removal from the docks, finger piers and real property. The Board may require removal due to needs for repairs, unacceptable vessels, trailers or lifts, and any other reason the Board of Governors may consider. Owner/assignee agrees that upon notification, either in writing or by telephone of the requirement to remove the vessel, lift, or trailer, owner/assignee shall make arrangements immediately to comply. The Owner/assignee, by signature below, hereby agrees that a licensed marine towing company ay remove the vessel or floating lift. Likewise owner/assignee to the removal of his/her trailer by a licensed towing service. Any cost incurred for removal and or subsequent storage of the vessel, floating lift or trailer shall be at the owner/assignee's expense.

In the event of a problem regarding the boat, lift, or trailer, the responsible contact person as noted on the Boat Information and Billing Worksheet will be notified to resolve the problem.

#### 8. STORM and HURRICANE POLICY

It is mandatory that all owners/assignees remove their vessels afloat, and floating lifts from the marina when a hurricane warning is issued.

Vessels on fixed lifts may remain, properly strapped down to the lift, up to a 110 knot maximum sustained winds (Category 2 storm). Owners/assignees may wish to consider a contract with boat yards that offer boat pulling and storage for the hurricane season.

Vessels on trailers must be removed from SHYC premises in the event of a hurricane warning. Empty trailers (i.e. no boat) may remain parked at the marina.

#### 9. RELEASE OF LIABILITY

Owner/assignee hereby releases SHYC, Inc., its officers, governors, agents, and employees from any liability or damage to person or property, which may arise by virtue of owner/assignee's use of the docks, finger piers, launch ramp, or marina, or by any action taken by its agents, employees, officers or governors, in the furtherance of the terms of this Agreement.

| RESIDENT NAME (printed)  | te-1/4 t-1/1 |
|--------------------------|--------------|
| RESIDENTS SIGNATURE      |              |
| ASSIGNEES NAME (printed) | -            |
| ASSIGNEES SIGNATURE      | A            |
| DATE                     |              |
|                          |              |

Owners/assignees who do not comply with the provisions of this lease may be denied renewal.